

Murphy-McNally Ex. C



Account Opener 125117
64178507060000PROS105660000500000F24.9974198231251177



HSBC Bank USA, N.A.
Processed at 1301 East Tower Road
Schaumburg, IL 60179
Check Cashing Not Available at HSBC
HSBC Accountholders: For Deposit Only
July 17, 2006

70-7001
2719

Pay to the order of Sample A. Sample
FIVE THOUSAND AND NO/100

AMOUNT: **\$5,000.00**
DOLLARS

Not valid after: August 16, 2006

641785-125117-419

Sample A. Sample
July 2006 419R016NYBeneficial108
Peekskill, NY 10566-1950



VOID
PAYEE'S ENDORSEMENT AND ONE FORM OF
VALID PHOTOGRAPHIC ID NEEDED TO CASH
OR DEPOSIT. By endorsing the back of this check you accept our
offer and agree to the terms of your loan agreement contained in Form
#24997NY(07/06)419. If this offer is not accepted, please destroy this
check.

**Signing this check will result in a loan that
must be repaid with interest and fees.**

A. Myer-Holmes

AUTHORIZED SIGNATURE

⑈0190044336⑈ ⑆27197001⑆ 64178512511719⑈

Sign the back of this check, and cash or deposit it before the expiration date.



1557 Route 9
Ste. 2
Wappingers Falls, NY 12590

Customer ID No.:	419 8231251177
Check Amount:	\$5,000.00
Credit Line Amount:	\$6,000.00

This is a real check for \$5,000.00

It's valid until August 16, 2006

Dear Sample A. Sample,

You can take this check to your bank! Once you cash it, you open a loan from Beneficial. Then use the money to make your life even more rewarding.

Use the money for anything

You may want to make a large purchase. Or use it when you need ready cash for unexpected expenses. No matter what, it's available now. And, if you have any questions, you can call us at 1-866-396-INFO (4636).

You'll get a checkbook

Your new loan is a revolving line of credit. So as you pay it off, you can use the money over and over. And you can tap into your available credit at any time. Simply write a check. (Of course, you will only be charged interest on the amount you use.)

There's no need to wait

Your check is good for extra cash today. And if you need to apply for more money, just visit our branch at the address above or give us a call at (845) 297-3744.

Sincerely,

Irina Damyanidu-Holmes

Irina Damyanidu-Holmes
Branch Manager, Beneficial

**P.S. To accept this loan offer, please be sure to sign and deposit your check before August 16, 2006.
If you do not accept this loan offer, please remember to destroy the attached check.**

10 - Day Satisfaction Guarantee-Because we want you to be completely satisfied, we offer a Satisfaction Guarantee. If for any reason you are not satisfied with this loan and you repay it in full within 10 days after the loan funds are disbursed, other than with a refinance of this loan with us, we will refund any interest charges, closing costs and fees. We will also waive any prepayment penalty applicable to your loan.

Your first payment will be \$140.00, and is based on the initial check amount shown above. Your monthly payment is based on a percentage of your account balance and your monthly periodic rate of 2.083% (the ANNUAL PERCENTAGE RATE is 24.997%). The Account Agreement found on the back contains a full explanation of the terms and conditions of your Personal Credit Line Account, including finance charges, fees and other charges which may apply.

SPECIAL NOTICE - Please see the enclosed document entitled "Privacy Statement" for important information on your rights.

NOTICE: The entity cashing or accepting this check for deposit may require more than one form of identification.

You can choose to stop receiving "prescreened" offers of credit from this and other companies by calling toll-free 1-888-567-8688. See PRESCREEN & OPT-OUT NOTICE on other side for more information about prescreened offers.





(Required) Home Phone Number
☐ DO NOT SHARE
 (see enclosed insert)

By endorsing this check, you agree to the terms and conditions of the attached Personal Credit Line Account Agreement.
 Required Signature at all times (signature page only)
 Provide only to person whose name and address appears on loan check. Loan check not negotiable.
Signing this check will result in a loan that must be repaid with interest and fees.

PRESCREEN & OPT-OUT NOTICE: This "prescreened" offer of credit is based on information in your credit report indicating that you must meet certain criteria. This offer is not guaranteed if you do not meet our criteria [including providing acceptable property as collateral]. If you do not want to receive prescreened offers of credit from this and other companies, call the consumer reporting agencies toll-free, 1-888-567-8588; or write: Experian Opt Out, P.O. Box 919, Allen, TX 75013-0919, Equifax Opt, P.O. Box 740123, Atlanta, GA 30374-0123, Trans Union, Marketing Opt-Out, P.O. Box 97328, Jackson, MS 39288-7328.

PERSONAL CREDIT LINE ACCOUNT AGREEMENT-FIXED RATE

IN THIS AGREEMENT "YOU" AND "YOUR" MEAN THE BORROWER AND CO-BORROWER (IF ANY) WHO SIGN THIS ACCEPTANCE CERTIFICATE. "WE," "US," AND "OUR" REFER TO BENEFICIAL NEW YORK, INC., IF YOU ACCEPT OUR PERSONAL CREDIT LINE ACCOUNT OFFER, THIS AGREEMENT WILL GOVERN THE TERMS AND CONDITIONS OF THE ACCOUNT. WE WANT YOU TO UNDERSTAND HOW A PERSONAL CREDIT LINE ACCOUNT WORKS. READ THIS CAREFULLY AND COMPLETE AND SIGN OUR ACCOUNT OPENER CHECK IN ORDER TO INDICATE YOUR ACCEPTANCE OF THE ACCOUNT. IF MORE THAN ONE PERSON SIGNS, EACH WILL BE RESPONSIBLE FOR REPAYING ALL SUMS ADVANCED UNDER THIS AGREEMENT. THE DATE OF THIS AGREEMENT SHALL BE THE DATE THE ACCOUNT OPENER CHECK IS SIGNED.

AVAILABLE CREDIT: YOUR PERSONAL CREDIT LINE ACCOUNT IS A REVOLVING LINE OF CREDIT THROUGH WHICH YOU MAY OBTAIN FUNDS UP TO A CREDIT LIMIT WE ASSIGN YOU. YOUR INITIAL CREDIT LIMIT IS STATED ON THE FRONT, WHICH IS INCORPORATED HEREIN BY REFERENCE. YOU MAY OBTAIN FUNDS DIRECTLY FROM US OR THROUGH YOUR SPECIAL CHECKS UP TO YOUR AVAILABLE CREDIT. EACH CHECK MUST BE WRITTEN FOR AT LEAST \$100.00. YOUR AVAILABLE CREDIT IS YOUR CREDIT LIMIT LESS THE TOTAL UNPAID BALANCE, INCLUDING FINANCE CHARGES, OF YOUR ACCOUNT. IF YOU MAKE LOAN PAYMENTS BY CHECK, WE WILL ADJUST YOUR AVAILABLE CREDIT SEVEN DAYS AFTER WE RECEIVE YOUR CHECK TO ALLOW FOR CHECK CLEARING. IF YOU REQUEST FUNDS IN AN AMOUNT THAT WOULD CAUSE YOU TO EXCEED YOUR AVAILABLE CREDIT, WE ARE NOT OBLIGATED TO HONOR YOUR REQUEST. IF WE DO LEND YOU AN AMOUNT OVER YOUR AVAILABLE CREDIT, YOU AGREE TO PAY US THAT EXCESS AMOUNT, PLUS FINANCE CHARGES, IMMEDIATELY UPON OUR REQUEST.

PROMISE TO PAY: YOU PROMISE TO PAY US: (A) AMOUNTS BORROWED UNDER THIS AGREEMENT; (B) FINANCE CHARGES, ADMINISTRATIVE CHARGES (THE BAD CHECK CHARGE AND OVERLIMIT FEE), AND OTHER CHARGES PROVIDED IN THIS AGREEMENT; (C) CREDIT INSURANCE CHARGES, IF ANY; AND (D) AMOUNTS IN EXCESS OF YOUR CREDIT LIMIT THAT WE MAY LEND YOU, PLUS FINANCE CHARGES.

PAYMENT: YOU MAY REPAY YOUR ENTIRE OUTSTANDING BALANCE AT ANY TIME WITHOUT PENALTY. YOU MAY NOT USE YOUR SPECIAL CHECKS TO PAY ANY AMOUNTS DUE UNDER THIS AGREEMENT. BECAUSE THE PERIODIC FINANCE CHARGE IS COMPUTED EACH DAY, YOU WILL CONTACT US REGARDING THE EXACT PAYOFF AMOUNT FOR THE DAY YOU INTEND TO MAKE FULL PAYMENT. IF YOU DO NOT PAY THE ENTIRE UNPAID BALANCE ON YOUR ACCOUNT AT ONCE, YOU AGREE TO PAY AT LEAST THE MINIMUM PAYMENT SHOWN ON YOUR MONTHLY STATEMENT. PAYMENTS WILL BE APPLIED AS FOLLOWS: FIRST, TO ANY ACCRUED BUT UNPAID FINANCE CHARGES; SECOND, TO ANY UNPAID ADMINISTRATIVE CHARGES PROVIDED IN THIS AGREEMENT; THIRD, TO ANY UNPAID CREDIT INSURANCE CHARGES; AND FOURTH, TO THE UNPAID OUTSTANDING BALANCE. ANY PART OF YOUR MONTHLY PAYMENT TO BE APPLIED TO AMOUNTS BORROWED ON YOUR ACCOUNT WILL BE APPLIED TO THE AMOUNTS BORROWED UNDER YOUR PERSONAL CREDIT LINE ACCOUNT IN THE ORDER IN WHICH THE AMOUNTS WERE BORROWED. ANY PART OF YOUR MONTHLY PAYMENT TO BE APPLIED TO FINANCE CHARGES WILL BE APPLIED IN THE SAME MANNER. YOUR PAYMENT MUST BE RECEIVED BY US AT THE ADDRESS INDICATED ON THE MONTHLY STATEMENT PRIOR TO THE PAYMENT DUE DATE SHOWN ON YOUR MONTHLY STATEMENT.

MINIMUM MONTHLY PAYMENT: YOUR MINIMUM MONTHLY PAYMENT WILL BE THE GREATER OF \$25 OR THE AMOUNT DETERMINED BY THE MONTHLY PAYMENT FACTOR (AS DESCRIBED BELOW) PLUS ANY ADMINISTRATIVE OR CREDIT INSURANCE CHARGES ROUNDED TO THE NEAREST \$1.00. ONCE THE AMOUNT OF YOUR MINIMUM MONTHLY PAYMENT IS DETERMINED, THIS AMOUNT WILL REMAIN FIXED FOR SUBSEQUENT BILLING PERIODS UNTIL A NEW ADVANCE IS POSTED TO YOUR ACCOUNT. WHEN THIS OCCURS, YOUR MINIMUM MONTHLY PAYMENT WILL BE RECALCULATED IN THE SAME MANNER AS SET FORTH HEREIN.

YOUR MINIMUM MONTHLY PAYMENT DEPENDS ON THE MONTHLY PERIODIC RATE APPLICABLE TO YOUR ACCOUNT, AND IS DETERMINED BY MULTIPLYING YOUR ACCOUNT BALANCE TIMES THE APPLICABLE MONTHLY PAYMENT FACTOR PERCENTAGE LISTED BELOW:

Monthly Periodic Rate	Monthly Payment Factor
through 1.874%	2.346% of account balance
over 1.874% through 1.881%	2.467% of account balance
over 1.881% through 2.072%	2.615% of account balance
over 2.072% through 2.262%	2.766% of account balance
over 2.262% through 2.452%	2.899% of account balance
over 2.452% through 2.642%	3.046% of account balance
over 2.642% through 2.918%	3.337% of account balance
over 2.918%	3.405% of account balance

FINANCE CHARGE: THIS IS THE INTEREST CHARGED ON THE BALANCE OF YOUR ACCOUNT DURING EACH BILLING CYCLE. THE FINANCE CHARGE IS CALCULATED FROM THE DATE THAT EACH ADVANCE, CHECK OR CHARGE IS POSTED TO YOUR ACCOUNT. THE FINANCE CHARGE IS COMPUTED BY MULTIPLYING THE AVERAGE DAILY BALANCE IN YOUR ACCOUNT IN EACH BILLING CYCLE TIMES THE MONTHLY PERIODIC RATE. THE AVERAGE DAILY BALANCE IS DETERMINED BY TOTALING ALL DAILY UNPAID BALANCES IN EACH BILLING CYCLE AND DIVIDING THE TOTAL BY THE NUMBER OF DAYS IN THAT CYCLE. A DAILY UNPAID BALANCE IS THE AMOUNT OWED EACH DAY EXCLUDING ANY UNPAID FINANCE CHARGES AND ADMINISTRATIVE CHARGES BUT INCLUDING ANY UNPAID CREDIT INSURANCE CHARGES FOR PRIOR BILLING CYCLES. TO DETERMINE ANY BILLING PERIOD'S FINANCE CHARGES, MULTIPLY THE AVERAGE DAILY BALANCE BY A MONTHLY PERIODIC RATE 2.083% (24.997% ANNUAL PERCENTAGE RATE).

TERMINATION AND CHANGES IN THE AGREEMENT: WE CAN TERMINATE YOUR RIGHT TO OBTAIN ADDITIONAL ADVANCES OR CHANGE THE TERMS OF THIS AGREEMENT, INCLUDING INCREASING THE RATE OF PERIODIC FINANCE CHARGE, AT ANY TIME. CHANGES WILL APPLY TO BOTH NEW AND OUTSTANDING BALANCES. WE CAN TERMINATE YOUR RIGHT TO TAKE FUTURE ADVANCES AND TERMINATE OR REDUCE YOUR CREDIT LINE AT ANY TIME AND FOR ANY REASON, INCLUDING FREQUENT OVERDRAFTS ON YOUR LINE OF CREDIT. BALANCES OUTSTANDING UNDER THIS AGREEMENT WHEN THE CREDIT LIMIT IS REDUCED OR TERMINATED WILL CONTINUE TO ACCRUE INTEREST AT THE VARIABLE CONTRACT RATE UNTIL PAID IN FULL.

ANNUAL FEE: YOU AGREE TO PAY AN ANNUAL FEE EQUAL TO THE LESSER OF 1% OF YOUR CREDIT LIMIT OR \$50.00. THE ANNUAL FEE IS DUE AND PAYABLE ON THE DATE THAT YOUR ACCOUNT IS ESTABLISHED AND ON THE SAME DAY OF EACH SUBSEQUENT YEAR. YOU AGREE THAT THIS FEE MAY BE CHARGED TO YOUR ACCOUNT BALANCE.

BAD CHECK CHARGE: YOU WILL PAY US A CHARGE OF \$20.00 FOR EACH CHECK, NEGOTIABLE ORDER OF WITHDRAWAL OR SHARE DRAFT RETURNED OR DISHONORED FOR ANY REASON.

DEFAULT AND CANCELLATION OF AGREEMENT: WE HAVE THE RIGHT TO REQUIRE YOU TO PAY YOUR ENTIRE BALANCE PLUS ALL OTHER ACCRUED BUT UNPAID CHARGES IMMEDIATELY AND TO CANCEL YOUR CREDIT PRIVILEGES UNDER THIS AGREEMENT BECAUSE OF: (A) FAILURE TO MAKE ANY PAYMENT WHEN DUE UNDER THIS AGREEMENT; (B) FREQUENT OVERDRAWING OF YOUR CREDIT LINE; (C) FAILURE TO SUPPLY US WITH ANY INFORMATION REQUESTED; (D) SUPPLYING US WITH MISLEADING, FALSE, INCOMPLETE OR INCORRECT INFORMATION; (E) BREAKING ANY OF THE PROMISES, TERMS OR CONDITIONS THAT ARE CONTAINED IN THIS AGREEMENT; (F) THE FILING OF A BANKRUPTCY PETITION BY OR AGAINST YOU; OR (G) THE DEATH OF ANY BORROWER SIGNING THIS ACCOUNT OPENER CHECK.

ALTERNATIVE DISPUTE RESOLUTION: TERMS OF THE ARBITRATION PROVISION IS PROVIDED WITH THIS PROMISSORY NOTE AND DISCLOSURE AND IS INCORPORATED HEREIN BY REFERENCE.

CUSTOMER INFORMATION PRACTICES: YOU AGREE THAT THE DEPARTMENT OF MOTOR VEHICLES (OR YOUR STATE'S EQUIVALENT OF SUCH DEPARTMENT) MAY RELEASE YOUR RESIDENCE ADDRESS TO US, SHOULD IT BECOME NECESSARY TO LOCATE YOU. YOU AGREE THAT OUR SUPERVISORY PERSONNEL MAY LISTEN TO TELEPHONE CALLS BETWEEN YOU AND OUR REPRESENTATIVES IN ORDER TO EVALUATE THE QUALITY OF OUR SERVICE TO YOU. FOR MORE INFORMATION REGARDING OUR PRIVACY PRACTICES, PLEASE REFER TO THE ENCLOSED PRIVACY STATEMENT.

NOTICE: YOU ACKNOWLEDGE RECEIVING A COPY OF THIS AGREEMENT. IF THIS CONTRACT IS SOLD OR OTHERWISE TRANSFERRED, THE BORROWER'S RIGHT UNDER THE LAW OR UNDER THIS AGREEMENT ARE IN NO WAY ALTERED OR IMPAIRED.

PLEASE SEE BELOW FOR DISCLOSURES REQUIRED BY STATE LAW AND THE ENCLOSED IMPORTANT INFORMATION REGARDING YOUR RIGHTS TO DISPUTE BILLING ERRORS.

BALANCES UNDER EXISTING CLOSED-END ACCOUNT: YOU AGREE TO PAY OFF THE BALANCE OF YOUR EXISTING CLOSED-END LOAN ACCOUNT WITH US WITH YOUR PERSONAL CREDIT LINE ACCOUNT.

NOTICE TO APPLICANTS REQUIRED BY NEW YORK LAW

- (1) A REPORT CONCERNING YOUR CREDIT HISTORY MAY BE ORDERED FROM A CREDIT BUREAU IN CONNECTION WITH YOUR PERSONAL CREDIT LINE ACCOUNT.
- (2) UPON YOUR REQUEST, (A) WE WILL INFORM YOU WHETHER A REPORT IS ORDERED AND (B) IF ORDERED, WE WILL GIVE YOU THE NAME AND ADDRESS OF THE CREDIT BUREAU THAT FURNISHED THE REPORT.
- (3) REPORTS CONCERNING YOUR CREDIT HISTORY MAY BE ORDERED FROM A CREDIT BUREAU IN THE FUTURE.

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